

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION

Homeowners Association of Leeward
Landing,

Plaintiff,

vs.

State Farm Fire and Casualty Company,

Defendant.

Case No.

NOTICE OF REMOVAL

TO: THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA, ANDERSON DIVISION:

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant State Farm Fire and Casualty Company (“State Farm”) files this Notice of Removal of this action from the Court of Common Pleas, Anderson County, State of South Carolina. All process and pleadings served upon State Farm, including the state court complaint, are attached as Exhibit 1.

STATEMENT OF GROUNDS FOR REMOVAL

1. Plaintiff filed his Complaint on January 3, 2025, and subsequently served State Farm through the South Carolina Department of Insurance on January 17, 2025.

2. This Court has diversity jurisdiction over the action pursuant to 28 U.S.C. § 1332(a)(1) and 28 U.S.C. § 1441 because, as explained herein, the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, and there is complete diversity of citizenship between Plaintiff and State Farm.

Amount in Controversy

3. A removing party seeking to invoke diversity jurisdiction must show within a reasonable probability that the amount in controversy has been satisfied. *Meadows v. Nationwide*

Mut. Ins. Co., No. 1:14-CV-04531-JMC, 2015 WL 3490062, at *2 (D.S.C. June 3, 2015) (citing *Phillips v. Whirlpool Corp.*, 351 F. Supp. 2d 458, 462 (D.S.C. 2005)).

4. The Complaint asserts causes of action for breach of contract, negligence, and bad faith arising from State Farm’s alleged refusal to pay Plaintiff certain property insurance coverage for losses to multiple roof systems within Plaintiff’s property that occurred on or about July 8, 2022, as a result of hail damage from one or more storm events. (*See gen. Compl.*, Ex. 1).

5. The Complaint alleges “Plaintiff has sustained actual, consequential, and special damages, including the cost to replace their roofs,” “repair interior components of the Insured Property, and other damages.” (*Id.* at ¶¶ 27, 33). Plaintiff claims “entire roof replacements” are “necessitated” and “interior components” have been damaged due to “roof leaks [] in numerous homes.” (*Id.* at ¶¶ 13, 14,). Plaintiff also claims “depriv[ation] of insurance benefits” and “actual, consequential, and special damages” as well as “statutory damages.” (*Id.* at ¶¶ 18, 27, 32, 46).

6. Plaintiff also seeks recovery of punitive damages and attorney’s fees. (*Id.* at ¶¶ 28, 41, and Wherefore paragraph).

7. In evaluating the amount in controversy, claims of actual damages, punitive damages, consequential damages, special damages, and attorney’s fees must each be considered. *Clear Choice Constr., LLC v. Travelers Home & Marine Ins. Co.*, No. CV 0:17-1890-MBS, 2018 WL 718960, at *2 (D.S.C. Feb. 6, 2018) (citing *Am. Health & Life Ins. Co. v. Heyward*, 272 F. Supp. 2d 578, 581 (D.S.C. 2003); *Thompson v. Victoria Fire & Cas. Co.*, 32 F. Supp. 2d 847, 848 (D.S.C. 1999)).

8. Plaintiff’s “claim for punitive damages alone makes it virtually impossible to say that the claim is for less than the jurisdictional amount.” *Woodward v. Newcourt Commercial Fin. Corp.*, 60 F. Supp. 2d 530, 532 (D.S.C. 1999). Plaintiff’s allegations, together with his request for

punitive damages and attorney fees, show to a reasonable probability the amount in controversy will exceed \$75,000.

Diversity of Citizenship

9. Plaintiff alleges it is a non-profit corporation organized and existing under the laws of the State of South Carolina. (Compl. at ¶ 1).

10. Plaintiff further alleges State Farm is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in Illinois. (*Id.* at ¶ 3).

11. Accordingly, there is complete diversity of citizenship in this action.

TIMELINESS OF REMOVAL

12. Pursuant to 28 U.S.C. 1446(b), this Notice of Removal is timely filed because the South Carolina Department of Insurance accepted service of this suit on January 17, 2025, and this filing is made less than thirty days after that date.

NOTICE

13. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon Plaintiff's counsel and a copy is being filed with the Clerk of the Anderson County Court of Common Pleas for Case No. 2025-CP-04-00007.

WHEREFORE, pursuant to 28 U.S.C. §§1332, 1441, and 1446, this action should proceed in the United States District Court for the District of South Carolina, Anderson Division, as an action properly removed thereto.

WHELAN MELLEN & NORRIS, LLC

By: /s/ ROBERT W. WHELAN

Robert W. Whelan

Federal Bar No. 9242

E-Mail: robbie@whelanmellen.com

89 Broad Street

Charleston, SC 29401

(843) 998-7099

Counsel for Defendant State Farm Fire and Casualty Company

February 14, 2025

Charleston, South Carolina